

DISTRICT OF 100 MILE HOUSE

BYLAW NO. 695

SCHEDULE "E"

NOTE: To be submitted prior to issuance of a **building permit**.

OWNER'S UNDERTAKINGS

District of 100 Mile House
Box 340
100 Mile House, BC V0K 2E0

Attention: Building Inspector

Dear Sirs:

Re: Address: _____
Building Permit Application No. _____
(the "Project")

In consideration of the District of 100 Mile House (the "**Municipality**") accepting and processing the above application for a **building permit**, and as required by the **Municipality's Building Bylaw**, the following representations, warranties and indemnities are given to the **Municipality**.

1. That I/we am/are:

- () the **owner** of the above property; or
- () authorized by the **owner** of the property described above to make this application.

2. That I/we have authorized:

Name (print)

Address

to make application for the above **permit** on my/our behalf.

3. That I/we will comply with or cause those whom I/we employ to comply with the B.C. Building Code and all Bylaws of the **Municipality** and other statutes and regulations in force in the **Municipality** relating to the development, work, undertaking or permission in respect of which this application is made.
4. That I/we understand and acknowledge that I/we am/are fully responsible for carrying out at he work, or having the work carried out, in accordance with the requirements of the B.C. Building Code, the Building Bylaw and all other Bylaws of the **Municipality**.
5. That I/we understand and acknowledge that neither issuance of a **permit** under the Building Bylaw, the review and approval of drawings, plans and specifications, nor inspections made by the **Building Inspector** shall in any way constitute a representation, warranty or statement that the B.C. Building Code, the Building Bylaw or any other Bylaw of the **Municipality** has been complied with.
6. That I/we hereby agree to release and indemnify the **Municipality**, its Council members, employees and agents from and against all claims, liability, judgments, costs and expenses of every kind including negligence which I/we or any other person, partnership or corporation or our respective heirs, successors, administrators or assigns may have or incur in consequence of or incidental to:
 - (a) the issuance of the **building permit**;
 - (b) the review and approval of the drawings, plans and specifications prepared by _____
(insert name of architect or engineer);
 - (c) inspections made by the **Building Inspector** or failure to make such inspections;
 - (d) the enforcement or failure to enforce the current edition of the B.C. Building Code or the Building Bylaw:

and I/we agree that the **Municipality** owes me no duty of care in respect of these matters.

7. That I/we confirm that I/we have relied only on the said architect or engineer for the adequacy of the drawings, specifications and plans submitted with this application.
8. That I/we confirm that I/we have been advised in writing by the **Municipality** that it relied exclusively on the Letter of Assurance of "Professional Design" and

commitment for "Field Review" prepared by _____
(insert name of engineer or architect) in reviewing the drawings, specifications and plans submitted with this application for a **building permit**.

9. That I/we understand that where used herein the word "work" includes all electrical, plumbing, mechanical, gas and other works necessary to complete the contemplated construction.
10. That I/we have read and understood Sections 1.4 to 1.8 inclusive of the Building Bylaw, which sections are set out below.
11. That I/we am/are authorized to give these representations, warranties, assurance and indemnities to the **Municipality**.
12. That I/we confirm that I/we have been advised that I/we should seek independent legal advice from a lawyer in respect of signing this release.

Owner's Information

Agent for Owner Information

Name (print)

Name (print)

Signature

Signature

Address (print)

Address (print)

Title (print)

If owner is company, affix corporate seal
In space below:

Witness Information

The Corporate Seal of

was hereunto affixed in the
presence of:

Name (print)

Signature of Officer

Signature

Name of Officer (print)

Address (print)

Title of Officer (print)

Occupation (print)

Signature of Officer

Name of Officer (print)

Title of Officer (print)

The above must be signed by the **owner** of his appointed **agent**. The signature must be witnessed. If the **owner** is a company, the corporate seal of the company must be affixed to the document in the presence of the duly authorized officers. The officers must also sign, setting forth their positions in the company.

Please note the following provisions from the Building Bylaw:

Duty of Care

- 1.4 This bylaw does not create any duty of care whatsoever on the **Municipality**, the **Council** members, the **Building Inspector**, or any employees or agents of the **Municipality** in respect of:
- a) the issuance of a **permit** under this Bylaw;
 - b) the review and approval of the drawings, plans and specifications submitted with the application for a **permit**;
 - c) inspections made by the **Building Inspector** or failure to make such inspections; or
 - d) the enforcement or failure to enforce the current edition of the **Building Code** or the provisions of this Bylaw.
- 1.5 Neither a failure to administer or enforce, or the incomplete or inadequate administration or enforcement, of the **Building Code** or the provisions of this Bylaw, nor any error, omission or other neglect in relation to the issuance of a **permit** under this Bylaw, the review and approval of the drawings, plans and specifications, or inspections made by the **Building Inspector**, shall give rise to a cause of action against the **Municipality** in favour of any person whomsoever, including the **owner** or his **agent**.

Warranty or Representation

- 1.6 Neither the issuance of a **permit** under this Bylaw, the review and approval of the drawings, plans and specifications, nor inspections made by the **Building Inspector**, shall in any way constitute a representation, warranty or statement that the **Building Code** or this Bylaw has been complied with and no person shall rely on any of the above listed matters as establishing compliance with the **Building Code** of this Bylaw.

Owner's Responsibility

- 1.7 The **Municipality** assumes no responsibility and it shall be the full responsibility of the **owner** or his **agent** to carry out the **construction** or have the **construction** carried out in accordance with the requirements of the **Building Code**, this Bylaw and all other Bylaws of the **Municipality** and neither the issuance of a **permit** under this Bylaw, the review and approval of drawings, plans and specifications, nor inspections made by the **Building Inspector**, shall relieve the **owner** or his **agent** from this responsibility.

Administrative Directions

- 1.8 Words defining the responsibilities and authority of the **Building Inspector** shall be construed to be internal administrative directions and not as creating a duty.